

## Terms of Use

Last updated: February 28, 2007

Welcome to LowerMyBills.com<sup>®</sup>, an Experian company (referred to as "LMB", "we," "us," or "our"). Before you begin to use the LowerMyBills.com website ("LMB Website"), please take a moment to review this Terms of Use Agreement ("Agreement"). The Agreement describes the terms and conditions applicable to your use of the LMB Website and the products and services provided through or in connection with the LMB Website (collectively, "Service"), which may be updated by LMB from time to time without notice to you. LMB may also offer other services that are governed by a different Terms of Service. You must read and agree with all of the terms and conditions contained in this Agreement and the LMB Website privacy policy then in effect ("Privacy Policy"), which is incorporated by reference, before you use the Service. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access the Service.

**1. Loan Products and Services; Authorization to Obtain Your Credit Report and Credit Score.** The LMB Website is an online marketplace where you can research and compare prices in a number of different categories, including home purchase loans, home equity loans, and home refinance loans. You understand and agree that if you submit a request for a loan product or service offered through the Service, LMB will share your personal information (such as your full name, address, telephone number, and social security number) with clients in our client network, including banks, correspondent lenders, mortgage bankers and brokers (referred to individually as "Client" and collectively as "Clients") to process and fulfill your request. You authorize LMB to use your social security number, Year of Birth or your personal information to obtain and use your credit report and credit score for the purpose of matching your request with Clients. You further authorize Clients that receive your personal information, social security number, or Year of Birth to obtain and use your credit report and credit score for the purpose of processing and fulfilling your request.

You acknowledge that LMB does not make loan or credit decisions in connection with the Service and that LMB is not a party to any agreement that you may make with the Client, and that the Client is solely responsible for its services to you. You further acknowledge that LMB is not acting as your agent or broker and is not recommending any particular loan product or Client to you. Any compensation LMB may receive is paid by the individual Client for the products and services rendered by LMB to that particular Client. LMB does not charge you a fee to use the LMB Website. You understand that requirements for a particular loan product are made by the individual Clients and that LMB does not endorse, warrant, or guarantee the products or services of any the Client. Nothing contained herein shall constitute an offer or promise for a loan commitment or interest rate lock-in agreement. You agree that LMB shall not be liable for any damages or costs of any type which arise out of or in connection with your use of the Client's service.

By submitting your contact request for a loan product, you are consenting to be contacted by one or more Clients which may include Aegis Lending Corporation, Ameriquest Mortgage Company, Champion Mortgage - A Division of Key Bank N.A., Countrywide Financial Corporation, HFC Corporation, IndyMac Bank F.S.B., New Century Financial Corporation, NovaStar Financial, Inc., Quicken Loans, Inc., Wells Fargo Bank N.A., or Wells Fargo Home Mortgage either by telephone (on a recorded line), email or mail based on the information you have provided to us, even if you have opted into the National Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List, or the Do Not Call List of an internal company. You understand that the Clients may maintain the information you submitted to LMB whether you elect to use their services or not. In the event you no longer want to receive communications from a Client, you agree to notify the Client directly. You also give LMB permission to send you periodic updates of current loan products which may be of interest to you.

**2. Other Products and Services.** You understand and agree that if you request a product or service other than a loan such as Internet access, insurance or long distance telephone service offered through the Service LMB will share your information with certain business partners to process and fulfill your request. You further agree that our business partners may contact you by telephone, email or mail based on the information you have provided to us, even if you have opted into the National Do Not Call List administered by the Federal Trade Commission, any state equivalent Do Not Call List, or the Do Not Call List of an internal company. You understand that LMB business partners may maintain the information you submitted to LMB whether you elect to use their services or not. In the event you no longer want to receive communications from an LMB business partner, you agree to notify the partner directly.

**3. Use of the LMB Website and Service.** You certify to LMB that: (i) you are at least eighteen (18) years of age; (ii) you assume full responsibility for the use of the Service by any minors; (iii) you agree that all information you have submitted to LMB, online or otherwise, is accurate and complete, and that you have not knowingly submitted false information on or through the LMB Website or Service; and, (iv) your use of the Service is subject to all applicable federal, state, and local laws and regulations.

**4. Prohibited conduct.** You must not (i) submit, transmit or facilitate the distribution of information or content that is harmful, abusive, racially or ethnically offensive, vulgar, sexually explicit, defamatory, infringing, invasive of personal privacy or publicity rights, or in a reasonable person's view, objectionable; (ii) submit, transmit, promote or distribute information or content that is illegal; (iii) attempt to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (iv) take any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) upload invalid data, viruses, worms, or other software agents through the Service; (vi) use any robot, spider, scraper or other system to access the Service for any purpose without our express written permission; (vii) impersonate another person or otherwise misrepresent your affiliation with a person or entity, conduct fraud, hide or attempt to hide your identity; (viii) submit, upload, post, email, transmit or otherwise make available any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (ix) interfere with the proper working of the Service; or, (x) bypass the measures we may use to prevent or restrict access to the Service.

**5. Privacy Policy.** Personal information submitted in connection with the Service is subject to our Privacy Policy. For more information, see our full [Privacy Policy](#).

**6. Copyright and Trademark Notice Information.** All content of the LMB Website is protected under copyright: Copyright © 2000 - 2008 LowerMyBills, Inc. 2401 Colorado Avenue, Suite 200, Santa Monica, California 90404 and/or its Clients and third party vendors. All rights reserved. LowerMyBills.com®, Easy Comparisons. More Choices. Bigger Savings.®, Mortgage Quotes. FAST. EASY. FREE.®, Got Bills? ®, LowerYourBills.com® trademarks and service marks and other LMB logos and product service names are trademarks of LMB ("LMB Marks"). Without LMB's prior permission, you agree not to display or use in any manner, the LMB Marks. All other logos or brand names shown on the Service are trademarks of their respective owners and/or licensors.

**7. Proprietary Rights.** You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further agree that all materials and/or content, including, but not limited to, articles, artwork, screen shots, graphics, logos, text, drawings and other files on the LMB Website or as part of the Service are copyrights, trademarks, service marks, patents or other proprietary rights of LMB or their respective intellectual property owners. Except as expressly authorized by LMB, you agree not to modify, copy, reproduce, sell, distribute or create derivative works based on or contained within the LMB Website, the Service or the Software, in whole or in part.

LMB grants you a personal, non-transferable and non-exclusive right and license to use the code of its Software on a single computer; provided that you do not copy, modify, create a derivative work of, reverse engineer, decompile, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including, without limitation, for the purpose of obtaining unauthorized access to the Service by any means other than through the interface that is provided by LMB for use in accessing the Service.

**8. Links.** LMB, through the LMB Website, the Service or otherwise, may provide links to other websites. Because LMB has no control over such websites, you acknowledge and agree that LMB is not responsible for the availability of such external websites, and does not endorse and is not responsible or liable for any content, advertising, products, whether loan, auto, or telecommunications, or other materials on or available from such websites. You further acknowledge and agree that LMB shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products, goods or services available on or through any such website.

**9. Indemnification.** You agree to indemnify and hold LMB, its subsidiaries, affiliates, agents, shareholders, officers, contractors, vendors and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the LMB Website or Service, the violation of the Agreement by you, or the infringement by you, or any other user of the LMB Website or Service using your computer, of any

intellectual property or other right of any person or entity. LMB reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

**10. No Warranty.** LMB PROVIDES THE LMB WEBSITE AND THE SERVICE "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LMB MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. LMB DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESS, STATUTORY AND IMPLIED, INCLUDING WITHOUT LIMITATION: (i) WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS AND NON-INFRINGEMENT; (ii) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE; AND, (iii) WARRANTIES OR CONDITIONS THAT ACCESS TO OR USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

**11. Limitation of Liability.** IN NO EVENT WILL LMB BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF, BASED ON, OR RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE LMB WEBSITE OR SERVICE, EVEN IF LMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY WITHOUT REGARD TO WHETHER THE DAMAGES ARISE FROM (1) BREACH OF CONTRACT, (2) BREACH OF WARRANTY, (3) STRICT LIABILITY, (4) TORT, (5) NEGLIGENCE, OR (6) ANY OTHER CAUSE OF ACTION, TO THE EXTENT SUCH EXCLUSION AND LIMITATIONS ARE NOT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SERVICE, YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, OR HAVE ANY OTHER DISPUTE OR CLAIM WITH OR AGAINST LMB WITH RESPECT THIS AGREEMENT OR THE SERVICE, THEN YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

**12. Release.** YOU HEREBY AGREE TO RELEASE, REMISE AND FOREVER DISCHARGE LMB AND ITS AFFILIATES, PARTNERS, SERVICE PROVIDERS, CLIENTS, VENDORS, AND CONTRACTORS AND EACH OF THEIR RESPECTIVE AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, AND ALL OTHER RELATED PERSONS OR ENTITIES FROM ANY AND ALL MANNER OF RIGHTS, CLAIMS, COMPLAINTS, DEMANDS, CAUSES OF ACTION, PROCEEDINGS, LIABILITIES, OBLIGATIONS, LEGAL FEES, COSTS, AND DISBURSEMENTS OF ANY NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, WHICH NOW OR HEREAFTER ARISE FROM, RELATE TO, OR ARE CONNECTED WITH YOUR USE OF THE SERVICE.

**13. Notice.** LMB may provide you with notices, including those regarding changes to the Agreement, either by email, regular mail, or postings on the Service. All notices to LMB must be made in writing and mailed to:

LowerMyBills, Inc.  
Attn: Law Department  
2401 Colorado Avenue Suite 200  
Santa Monica, CA 90404

**14. Termination.** You agree that LMB may, under certain circumstances and without prior notice, immediately terminate your access to the LMB Website or Service. Cause for such termination shall include, but not be limited to: (i) breaches or violations of the Agreement or other incorporated agreements or the Privacy Policy; (ii) requests by law enforcement or other government agencies; (iii) discontinuance or material modification to the Service (or any part thereof); and (iv) unexpected technical or security issues or problems. You agree that all terminations for cause shall be made in LMB's sole discretion and that LMB shall not be liable to you or any third party for any termination or access to the LMB Website or Service.

**15. Dealings with Third Parties.** Your correspondence or business dealings with any third parties as a result of your visit and participation in the Service, including, but not limited to, business dealings with mortgage brokers or lenders, insurance agents or carriers, or any other terms, conditions, warranties, representations associated with such dealings, are solely between you and such third party. You agree that LMB shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party on the Service.

**16. Disputes.** This Agreement will be interpreted in accordance with the laws of the State of California, without regard to the conflicts of laws principles thereof. The parties agree that any and all disputes, claims or controversies arising out of or relating to the Agreement, its interpretation, performance, or breach, that are not resolved by informal negotiation within 30 days (or any mutually agreed extension of time), shall be submitted to final and binding arbitration before a single arbitrator of the American Arbitration Association ("AAA") in Los Angeles, California, or its successor. Either party may commence the arbitration process called for herein by submitting a written demand for arbitration with the AAA, and providing a copy to the other party. The arbitration will be conducted in accordance with the provisions of the AAA's Commercial Dispute Resolutions Procedures in effect at the time of submission of the demand for arbitration. The costs of arbitration plus reasonable attorneys' fees (including fees for the value of services provided by in house counsel) shall be awarded to the prevailing party in such arbitration. Judgment on the award rendered by the arbitrator may be entered in the Superior Court of California, County of Los Angeles, or the United States District Court for the Central District of California. Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only in the Superior Court of California, County of Los Angeles, or the United States District Court for the Central District of California: (i) any dispute, controversy, or claim relating to or contesting the validity of LMB's proprietary rights, including without limitation, trademarks, service marks, copyrights, or trade secrets; or, (ii) an action by a party for temporary, preliminary, or permanent injunctive relief, whether prohibitive or mandatory, or provisional relief such as writs of attachments or possession.

THE PARTIES AGREE THAT THIS AGREEMENT HAS BEEN ENTERED INTO AT LMB'S PLACE OF BUSINESS IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND ANY ARBITRATION, LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED AND TAKE PLACE IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.

**17. Modification to Service.** LMB reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that LMB shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

**18. Waiver and Severability of Terms.** The failure of LMB to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect.

**19. Disclosure of Your Information.** You acknowledge, consent and agree that LMB may access, preserve, and disclose the information we collect about you if required to do so by law or in good faith belief that such access preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the Agreement; (iii) respond to claims that any information or content violated the rights of the third parties; (iv) respond to your requests for customer service; or (v) protect the rights, property, or personal safety of LMB, its users and the public.

**20. Entire Agreement.** The Agreement constitutes the entire agreement between you and LMB and governs your use of the LMB Website or Service, superseding any prior agreements between you and LMB. You also may be subject to additional terms and conditions that may apply when you use or purchase certain when you use certain other LMB services, affiliate services, third party content or third party software.

**21. Survival.** The following paragraphs shall survive termination or your refusal to continue to use the Service: 5, 6, 7, 9, 10, 11, 12, and 16.

**22. Statute of Limitations.** YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF RELATED TO USE OF THE SERVICE OR THE AGREEMENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

**PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.**